CITY OF MIDDLETOWN PURCHASING OFFICE 245 DEKOVEN DRIVE ROOM 112 MIDDLETOWN, CT. 06457 (860) 638-4895 phone (860) 638-1995 fax



#### **CONTRACT DOCUMENTS**

### BID #2016-028 PURCHASE OF COLD WATER METERS AND ACCESSORIES

WATER AND SEWER DEPARTMENT City of Middletown, Connecticut

BIDS DUE: Wednesday, November 9, 2016 at 11:00 AM

CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES

DONNA L. IMME, CPPB
ACTING SUPERVISOR OF PURCHASES

The contract documents for the contract entitled:

## BID 2016-028- PURCHASE OF COLD WATER METERS AND ACCESSORIES WATER & SEWER DEPARTMENT

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Hereinafter referred to as the **Contract Documents** 

### INVITATION TO BID CITY OF MIDDLETOWN

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received until <u>Wednesday, November 9, 2016 at 11:00 AM</u> for the following:

## BID #2016-028 PURCHASE OF COLD WATER METERS AND ACCESSORIES WATER AND SEWER DEPARTMENT

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov.

**All questions concerning this bid should be directed in writing** to the office of the Supervisor of Purchases by facsimile at (860) 638-1995 or by email at <a href="mailto:purchase@MiddletownCT.gov">purchase@MiddletownCT.gov</a>.

Bids will be publicly opened and read aloud in **Room 208**, Municipal Building, Middletown, Connecticut. **All bids shall be submitted on the designated forms and marked as noted in the Information for Bidders**.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered. All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: <u>10/07/2016</u> Middletown, Connecticut

> Donna L. Imme, CPPB Supervisor of Purchases

\_ I. Imme

#### INFORMATION FOR BIDDERS

1. <u>Date and Place for Opening Proposals</u> - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work or furnishing the specified items will be received by the Purchasing Department at the time and place set forth therein with the award to be made as soon as practicable thereafter. Bids received prior to the date set for receipt will be securely kept sealed.

All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

- 2. <u>Printed Form for Proposals</u> All proposals must be made upon the blank proposal form as attached hereto; should give price both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted in a sealed envelope using the bid return label provided.
- 3. Omissions and Discrepancies Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders. Bidder must type or use black pen at all times.
- 4. Acceptance or Rejection of Proposals The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications or changes to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected. Conditional or qualified bids shall not be acceptable.
- 5. <u>Acceptance of Proposals and the Effect</u> Within thirty (30) calendar days after the opening of the

bids, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal.

The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. <u>Determination of Lowest Responsible Bidder/Award</u> - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8, as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award one (1) contract in the aggregate to the lowest responsible bidder(s) submitting the **lowest total cost** to provide the items as specified, complying with these specifications, providing that there is sufficient funding to award this contract(s). However, the City of Middletown shall reserve the right to make multiple awards based upon the lowest unit price per item / per category and/or based on what is in the best interest of the City.

Additionally, in determining whether a bidder qualifies as the lowest responsible bidder, the City shall also review other subjective factors, such as the bidder's skill, ability and integrity to perform the work as specified, the bidders professional references (if required), the bidders reputation, information discovered during the interview process (if applicable) and whether the City in its sole discretion determines that awarding the bid to the bidder will be in the best interests of the City. The City shall award the contract to the lowest responsible bidder using the guidelines set forth herein, or shall reject all bids.

- 8. <u>Term of Contract and Work Order Timeframe</u> The contract term shall be for a period of **twenty-four (24) months to** commence on or after **December 1, 2016 and terminating on November 30, 2018.**
- 9. <u>Prices</u> In the event of discrepancy between the unit prices quoted in the proposal in words and those in figures, the written unit price shall control. The prices are to include furnishing the items as specified, inclusive of transportation costs as necessary to comply with the City's requirements.
- 10. <u>Interpretations and Addenda</u> No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in writing, addressed and forwarded to the Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at <a href="mailto:purchase@middletownct.gov">purchase@middletownct.gov</a>

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of** 

questions is 12:00 PM, Tuesday, November 1, 2016 (EST). If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The **Purchasing** Supervisor will post said addenda to the City website at www.middletownct.gov. Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each bidder to visit our website at <a href="www.middletownct.gov">www.middletownct.gov</a> to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

11. <u>Termination</u> - If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written

notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received.

12. <u>Insurance</u> - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required for the faithful execution of the contract document.

#### 13. Time for Performance -

- A. The quantities specified herein are based upon the anticipated number of units required through November 30, 2016.
- B. Cold water meters authorized for delivery by the City, by approved purchase order shall be delivered within ten (10) consecutive calendar days from receipt of order (ARO).
- C. Failure to meet such required delivery time shall constitute default on delivery and breach of contract and the Owner may then authorize procurement of such equipment/material from the most expeditious alternate source available to them.
- D. All excess expenses charged for alternate procurement of defaulted delivery under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between the contract price and what the Owner must pay to obtain the item from said alternate source.
- 14. Indemnification The successful bidder agrees

to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, including attorney's fees, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

- 15. Delivery and Payment Terms Items to be furnished pursuant to this contract shall be delivered Free on Board, freight prepaid, hereinafter referred to as FOB, City of Middletown to that location specified on the purchase order and shall be an inside delivery. Payment discounts for early payment are preferred. Terms are to be Net 30 days. The bidder shall provide an itemized invoice on a monthly basis to the Department **Director.** The Department Director shall then review and approve the invoice and forward same to the Finance Department for payment. Payment shall then be made to the bidder no sooner than ten (10) consecutive calendar days from the date the invoice is received by the Finance Department as approved by the Department Director.
- 16. Quantities The quantities of items specified herein are approximate only as determined by the Water and Sewer Department and are not guaranteed. They are included to provide the bidder with an estimate of the City's requirements pursuant to this contract and to provide a uniform basis for the comparison of bids.

The City of Middletown shall reserve the right to increase or decrease the quantities to be purchased or may delete items at the time the contract is awarded or at any time thereafter without prejudice towards the bid unit prices.

17. Excise and Sales Tax - Purchases made by the City of Middletown are **exempt** from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the

bidder's request.

- 18. Firm Pricing The City of Middletown requires that all bidders provide firm pricing for all bid items for the minimum of twenty-four (24) months in accordance with the contract term specified here-in.
- 19. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon responsibilities or to claim damages as set forth within the Contract Documents.
- 20. Warranty/Guarantee The bidder or bidders awarded the contract to furnish the meters shall be required to guarantee the meters to be free of defects in materials and workmanship for the period covered by the manufacturer's standard warranty and shall service same in accordance with this warranty. Said warranty shall provide for any replaced parts/materials and labor required during the warranty period with no additional expense required of the City. Guarantee/warranty information on the meters as published by the manufacturer shall be submitted with the bid. The bidder shall state the term of the manufacturer's warranty in the space provided on the proposal page.
- 21. <u>Substitutions</u> Substitutions for those items where "No Equivalent" is specified **shall not be acceptable** to the City of Middletown.
- 22. Extension Option The City of Middletown reserves the right to renew the contract for up to one additional contract period or one (1) year; provided that existing contract pricing will be held

firm for the additional contract period; and if to do so is mutually acceptable to the parties. Authorization to renew the contract shall be subject to the approval of the Supervisor of Purchases who shall prepare a written amendment to the contract for the signature of the Mayor of the City of Middletown. No other act shall serve as authorization for renewal.

- 23. <u>Conditional/Qualified Bids</u> A conditional or qualified bid will not be accepted.
- 24. <u>Corrections to Bids</u> Corrections, erasures or other changes in the bid proposal must be explained or noted over the signature of the bidder.
- 25. Alternate Bids Alternate bids will not be considered unless specifically called for in the "Invitation to Bid". An alternate proposal is defined as one, which is submitted in addition to the bidder's primary response to the specified bid proposal. Multiple bid(s) shall not be considered for any item unless specifically requested in the proposal. A multiple bid is defined as more than one response to the same bid by the same bidder whether on a separate bid form or attached to the initial bid response.
- 26. Equivalent or Equal Unit / Substitutions Unless limited by the term "no substitute" the use of the name of a manufacturer or of any particular make, model or brand in describing an item, does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described, but the article offered must be of such character and quality and include any applicable options, accessories, etc. that it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the City to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended.

bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

- 27. <u>Bid Tabulation</u> A bid tabulation will be furnished to any bidder submitting a self-addressed stamped envelope which may be included with the bid or submitted under separate cover or may be downloaded directly from the city's web page <u>www.MiddletownCT.gov</u>
- 28. Assignment of Antitrust Claims The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C.§ 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties. (5-14-93)
- 29. <u>Americans With Disabilities Act</u> The contractor / service provider, in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

## PURCHASING DEPARTMENT CITY OF MIDDLETOWN BID ATTACHMENT

#### **CHAPTER 78**

### SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

 Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

- 2. On any project the lowest responsible bidder shall be determined in the following order:
  - a. City-based bidders.
    - (1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based

bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- (2) On projects the cost of which are over \$1,000,000 but less than \$5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.
- (3) On projects the cost of which are over \$5,000,000 total contract price, and Citybased bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.
- b. The low bidder. (2/8/78, 12/2/02)

#### **CHAPTER 26, CONTRACTS**

#### **ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.**

#### **26-1 Contract Provisions Required**

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

#### 26-2 Enforcement Officer

The Director of Equal Opportunity and Diversity Management, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

#### 26-3 Provisions to be Included

A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Office of Equal Opportunity and Diversity Management Director:

The contractor agrees and warrants that in the performance of this contract he or she will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, physical disability, including, but not limited to blindness, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, or criminal record in accordance with §46a-60(a)(1), 46a-80(b), or 46a-81(b) of the Connecticut General Statutes. Unless provisions are controlling or

there is a bona fide occupational qualification excluding persons in one of the above protected groups, in any manner is prohibited by the laws of the United States or of the State of Connecticut and the City of Middletown. In addition, the Connecticut Fair Employment Practices Act, Connecticut General Statutes §46a-51 et seq., (CFEPA), not only prohibits discrimination based on actual physical disability, but also applies to discrimination based on perceived physical disability. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

#### 26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

#### 26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract of for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

#### 26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

#### **ARTICLE III ADEQUATE DELIVERY OF SERVICE**

#### 26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

## CITY OF MIDDLETOWN PURCHASING DEPARTMENT BID ATTACHMENT

#### **AFFIDAVIT OF LOCAL VENDOR**

l,	being duly sworn,
Vendor Name	
make affidavit and say that I own	and operate
Business Name and Addre	SS
which is the bona fide principal pl	ace of business for
Business Name	
(Check the one which applies.)	oal place of business is attached to this affidavit and may include:
1. Copy of canceled of	check for payment of personal property taxes on the business to be utilized in
performance of the	e Bid.
2. Copy of long term	lease of the real estate from which the principal place of business is operated.
	Vendor Name
STATE OF CONNECTICUT:	Aiddletown, CT
COUNTY OF MIDDLESEX:	madicio mi, oi
Personally appeared,	,
,	Vendor Name
owner of	, signer and sealer
Business Na	ame
of the foregoing instrume	nt and acknowledged the truth of the foregoing, before me.
	Notary Public:
	My Commission Expires:

# BID #2016-028 PURCHASE OF COLD WATER METERS AND ACCESSORIES WATER AND SEWER DEPARTMENT CITY OF MIDDLETOWN

#### **GENERAL SPECIFICATIONS**

The City of Middletown will accept bids from interested suppliers to furnish and deliver various sized cold water meters and water metering equipment required by the Water and Sewer Department to include:

- Remote Reading Meters;
- Compound and Turbine Meters;
- Conductor Cable;
- Miscellaneous Equipment

It is the intent of the City to establish a term contract for the purchase of these items with firm pricing for a contract term of 24 months to commence on or after **December 1, 2016 and terminate on November 30, 2018**. Water meters and metering equipment required throughout the term shall be authorized for delivery on an "as needed basis" as authorized upon receipt of an approved Purchase Order.

The bidder shall indicate on the Proposal Page the cost per unit for each item listed, corresponding extension, manufacturer and model number.

Meters and Accessories shall be manufactured in compliance with the minimum specifications incorporated herein and provided in the quantities indicated. The quoted price per unit shall include transportation costs and shall be delivered FOB City of Middletown, to that location specified on the purchase order.

#### **TECHNICAL SPECIFICATIONS**

#### COLD WATER METERS - DISPLACEMENT TYPE (5/8" THROUGH 2"):

All displacement meters furnished under this contract shall conform to the "Standard Specification for Cold Water Meters" C700-77 or later revisions as issued by AWWA. The following specifics shall apply:

- 1. Only displacement meters of the flat nutating disc type shall be acceptable.
- 2. The size, capacity, and meter lengths shall be as specified in AWWA C700-77. Chambers in sizes 5/8" through 2" shall be constructed of non-hydrolyzing synthetic polymer.
- 3. Main cases shall be of one piece construction, cast of a suitable bronze alloy and shall not be repaired in any manner.
- 4. The meters shall be frost protected and shall have a plastic lined cast iron bottom. The bottom shall be of corrosion protected cast iron and break clean, across its diameter when the meter is subjected to freezing conditions.
- 5. All main case bolts and washers shall be of stainless steel.

- 6. The register shall be of the straight reading sealed magnetic drive type; shall be field repairable, and shall contain calibrating change gears. The housing shall be of water proof construction. The register assembly shall be encased to provide a non-permeable envelope. It shall contain a six (6) spindle register. When so specified, the four (4) highest odometer wheels shall be provided with an encoder. The encoder shall have a cable connector consisting of no more than three (3) screw type connectors. The dial on the register shall be of the center sweep pointer type and shall read in cubic foot units.
- 7. The register shall be attached to the meter case in a secure manner. The register assemble shall mount in a number of positions and shall be removable without disassembling the meter.
- 8. The nutating disc chamber shall be a self-contained unit mounted in the cover and easily removable from the cover. It shall conform to AWWA Standard C-700 for the following sizes: 2" and 3" 5/8" disc, 4" 3/4" disc, 6" 1" disc.
- 9. The measuring chamber shall be made of non-hydrolyzing synthetic polymer shall be smoothly and accurately machined and shall contain a molded diaphragm of the same material as that of the chamber. The control block shall be the same material as the measuring chamber and shall be mounted on the chamber top to provide sand ring protection.
- 10. All meters shall contain removable polypropylene plastic strainer screens.
- 11. Registration accuracy shall comply with minimum requirements outlined in AWWA applicable standards. Certified test results of each meter's accuracy must be included upon meter delivery. Accurate readings must be guaranteed for a minimum of ten (10) years.
- 12. The manufacturer's meter serial number shall be imprinted on the meter casing.
- 13. For purposes of standardization, water meters shall be Neptune Model Trident 10 units. When so specified, water meters shall be equipped with remote reading system as described in the following specifications.

#### **REMOTE READING SYSTEM:**

Each water meter, when so specified, shall be equipped with an encoder register, guaranteed for a minimum of ten (10) years, and shall be furnished with an outside receptacle capable of being mounted on the exterior of either wood or masonry dwellings. Receptacles molded of a durable polycarbonate shall be weather tight and tamper proof, and to be opened by key pawl which is permanently attached to each electronic reading device specified. Receptacles shall be capable of receiving and storing a coded account number of up to six (6) digits which shall be entered by a series of jumper wires which shall be read by the recording type of electronic reading device specified. Jumper wires shall be furnished with each receptacle. Coded account numbers shall be field set and shall be capable of being changed as required. Receptacles shall have a cable connector consisting of three (3) screw terminals to receive a three (3) wire cable connecting the encoder register on the water meter to the receptacle. Cables shall be of the three (3) wire conductor type in a sheath which shall be abrasive and moisture resistant. Each conductor shall be color coded, red, green and black. Cable shall be furnished in 1000 foot reel lengths for cutting to required length at time of installation of registers. For purposes of standardization, the remote water meter system and components shall be as manufactured by Neptune Water Meter Company and shall be known as the Neptune ARB system or Touch Pad, Reader as so designated.

#### **COLD WATER METERS - COMPOUND AND TURBINE TYPE:**

These specifications are in compliance with the latest revisions of AWWA Standard C702 with certain exceptions as noted below. All specifications shall meet or exceed the latest revision of AWWA C702.

#### 1. TYPE

Compound meters shall consist of a combination of an AWWA Class II in-line horizontal axis turbine meter for measuring high rates of flow and a mutating disc type positive displacement bypass meter for measuring low rates of flow. An automatic valve shall direct low rates of flow through the disc meter.

#### 2. <u>CAPACITY</u>

The capacity of the meters in terms of safe maximum capacity, normal and maximum loss of head as shown below:

SIZE	SAFE MAX. CAPACITY GPM	MAX. CONTINUOUS FLOW GPM	MAX. LOSS OF FLOW HEAD AT MAX. CONT. FLOW PSI	NORMAL OPERATING RANGE	EXTENDED LOW FLOW GPM
2"	200	160	7	½-160	1/8
3"	450	350	8	½-350	1/8
4"	1000	700	8	1-700	1/2
6"	1400	1000	5	1½-1000	3/4

#### 3. SIZE

The size of meters shall be determined by the nominal size (in inches) of the inlet and outlet flanges. Overall lengths of the meters shall be as follows:

METER SIZE	LAYING LENGTH	REQUIRED LAYING LENGTH W/PLATE STRAINER
2"	15 1/4"	24"
3"	17"	24"
4"	20"	29"
6"	24"	36 1/2"

#### 4. CASE AND COVER

The main case and cover shall be cast of water works bronze containing not less than 75% copper. The size, model and arrows indicating direction of flow shall be cast in raised characters on the main case or cover. The cover shall contain a calibration vane for the purpose of calibrating the turbine measuring element.

#### 5. EXTERNAL BOLTS

Casing bolts shall be made of Type 316 stainless steel.

#### 6. CONNECTIONS

Main cases shall be flanged. 2" meters shall be oval flanged and 3" through 6" sizes shall be round flanged per Table 4, AWWA C702.

#### 7. REGISTERS

Separate magnetic-drive registers shall record the flow of the turbine and disc meters and their total will be the registration of the compound meter. The registers shall be hermetically sealed, straight reading indicating in cubic feet, gallons or cubic meters. Registers shall include a center-sweep test hand and a low flow indicator.

#### 8. REGISTER BOXES

Register boxes and covers shall be of bronze composition. The name of the manufacturer and the meter serial number shall be clearly identifiable and located on the register box covers.

#### 9. REGISTER BOX SEALING

Registers shall be affixed to the cover by means of a tamper-proof seal pin.

#### 10. METER SERIAL NUMBER

The meter serial number shall be imprinted on the meter flange as well as the register box covers.

#### 11. TURBINE MEASURING CHAMBER

The turbine measuring chamber shall be a self-contained unit, attached to the cover for easy removal. The turbine spindles shall be tungsten carbide or 316 stainless steel and shall rotate in removable graphite bushings. Thrust bearings shall be tungsten carbide.

#### 12. INTERMEDIATE GEAR TRAIN - TURBINE METER

The intermediate gear train shall be directly coupled from the turbine spindle and magnetically coupled to the register through the meter cover. The gear train shall be enclosed in the turbine chamber. All moving parts of the gear train shall be made of a self-lubricating polymer or stainless steel for operation in water.

#### 13. AUTOMATIC VALVE

The automatic valve shall be of the spring-loaded, poppet type. All valve parts shall be made of water works bronze, stainless steel or a suitable polymer with a replaceable semi-hard seat. Only the cover must be removed to gain access to the valve for inspection or service.

#### 14. STRAINERS

A strainer shall be provided for the disc meter. It shall be easily removable and have an effective straining area of at least double the disc meter inlet. A plate strainer shall be provided on the inlet side of each compound meter with spacer to provide required laying length as shown under paragraph 3. The strainer shall be a low head loss, cast bronze body unit with stainless steel strainer plate and cover bolts. Each strainer shall be inline serviceable.

#### 15. PERFORMANCE

Registration accuracy over the normal test flow range shall be 98.5% to 101.5%. Registration at the crossover shall not be less than 95%. Registration at the extended low flow rate shall not be less than 95%.

#### 16. STANDARDIZATION

For the purposes of standardization, the water meters shall be manufactured by "Neptune"-- no substitutions will be allowed.

## BID #2016-028 PURCHASE OF NEPTUNE COLD WATER METERS AND ACCESSORIES CITY OF MIDDLETOWN

#### **BID PROPOSAL PAGE**

Issue Date: 10/07/16 Reply Date: Wednesday, November 9, 2016 at 11:00 AM

To: Supervisor of Purchases
City of Middletown
Municipal Building, Room 112
245 DeKoven Drive

Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the information to bidders, technical specifications and related documents and propose and agree to contract with the City of Middletown, in the form of an agreement, to provide the items as specified herein at the per unit costs detailed below for a contract term of twenty four (24) months to commence on or after **December 1, 2016 and terminate November 30, 2018.** 

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED					
COMPANY NAME	SIGNATURE AND TITLE				

ITEM #	QTY	ITEM DESCRIPTION Unit price per unit in words and figures	MANUFACTURER AND MODEL ORDER #	EXTENSION			
CATEG	CATEGORY I - REMOTE READING WATER METERS ARB AND TOUCH PAD READERS						
1	400	5/8" BRASS METER CONNECTORS (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	<u>\$</u>			
2	200	5/8" NEPTUNE DISPLACEMENT METERS T-10 WITH TOUCH PAD READER (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	<u>\$</u>			
3	20	3/4" NEPTUNE DISPLACEMENT METERS T-10 WITH TOUCH PAD READER  (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	<u>\$</u>			
4	5	1" NEPTUNE DISPLACEMENT METERS T-10 WITH TOUCH PAD READER  (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$			
5	5	1 ½" NEPTUNE DISPLACEMENT METERS T-10 WITH TOUCH PAD READER (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$			
6	5	<b>2"</b> NEPTUNE DISPLACEMENT METERS T-10 WITH TOUCH PAD READER  (\$)	Neptune- No Substitutes Manufacturer				
		Unit Price - Written words	Model #	\$			

ITEM #	QTY	ITEM DESCRIPTION Unit price per unit in words and figures	MANUFACTURER AND MODEL ORDER #	EXTENSION
7	200	5/8" NEPTUNE DISPLACEMENT METERS WITH E-CODER REGISTERS  (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
8	20	3/4" NEPTUNE DISPLACEMENT METERS WITH E-CODER REGISTERS (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
9	5	1" NEPTUNE DISPLACEMENT METERS WITH E-CODER REGISTERS  (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
10	2	5/8" NEPTUNE DISPLACEMENT METERS PIT STYLE	Neptune- No Substitutes Manufacturer  Model #	\$
11	2	3/4" NEPTUNE DISPLACEMENT METERS PIT STYLE (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
12	2	1" NEPTUNE DISPLACEMENT METERS PIT STYLE	Neptune- No Substitutes Manufacturer  Model #	\$

ITEM #	QTY	ITEM DESCRIPTION Unit price per unit in words and figures	MANUFACTURER AND MODEL ORDER #	EXTENSION
13	1	1 1/2" NEPTUNE DISPLACEMENT METERS PIT STYLE (\$) Unit Price - Written words	Neptune – No Substitutes Manufacturer  Model #	<u>\$</u>
14	1	2" NEPTUNE DISPLACEMENT METERS PIT STYLE (\$) Unit Price - Written words	Neptune – No Substitutes Manufacturer  Model #	\$
SUBTO	TAL ON	CATEGORY I. BID ITEMS #1-14:		
Writte	n figures	(\$		
CATEG	ORY II - (	COMPOUND AND TURBINE METERS		
15	2	2" NEPTUNE COMPOUND METERS WITH PLATE STRAINERS WITH FLANGES AND BOLTS (\$) Unit Price - Written words	Neptune No Substitutes Manufacturer  Model #	\$
16	2	3" NEPTUNE COMPOUND METERS WITH PLATE STRAINERS WITH FLANGES AND BOLTS (\$) Unit Price - Written words	Neptune – No Substitutes Manufacturer  Model #	\$
17	2	4" NEPTUNE COMPOUND METERS WITH PLATE STRAINERS WITH FLANGES AND BOLTS (\$) Unit Price - Written words	Neptune – No Substitutes Manufacturer  Model #	<u>\$</u>

ITEM #	QTY	ITEM DESCRIPTION Unit price per unit in words and figures	MANUFACTURER AND MODEL ORDER #	EXTENSION
18	2	6" NEPTUNE COMPOUND METERS WITH PLATE STRAINERS WITH FLANGES AND BOLTS (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
19	3	2" TRIDENT COMPOUND METER ELEMENT  (\$)  Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
20	6	3" TRIDENT COMPOUND METER ELEMENT (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	<u>\$</u>
21	4	4" TRIDENT COMPOUND METER ELEMENT (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
22	1	6" TRIDENT COMPOUND METER ELEMENT (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
23	2	3" NEPTUNE TRIDENT TURBO METERS WITH BRONZE FLANGES AND STRAINERS WITH BOLTS AND GASKETS (\$) Unit Price - Written words	Neptune No Substitutes Manufacturer Model #	\$

ITEM #	QTY	ITEM DESCRIPTION Unit price per unit in words and figures	MANUFACTURER AND MODEL ORDER #	EXTENSION
24	1	6" NEPTUNE H.P. FIRE SERVICE METER WITH 1.5" BYPASS NEPTUNE H.P. PROTECTUS III (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	<u>\$</u>
25	1	4" UNITIZED MEASURING ELEMENT FOR TRIDENT TURBINE METER WITH ONE MAIN CASE GASKET. DIRECT READ IN CU. FT.  (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	<u>\$</u>
26	3	2" TRIDENT TURBINE METERS  (\$)  Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
27	1	3" TRIDENT HPT METER ELEMENT (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer Model #	<u>\$</u> _
28	1	4" TRIDENT HPT METER ELEMENT  (\$)  Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	<u>\$</u>
29	2	3" TRIDENT TURBINE METER ELEMENT (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer Model #	\$

ITEM #	QTY	ITEM DESCRIPTION Unit price per unit in words and figures	MANUFACTURER AND MODEL ORDER #	EXTENSION
30	3	3" TRIDENT FIRE HYDRANT METER (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer	\$
CLIBAO.	TAL ON A	CATEGORY II. BID ITEMS #15-30:	Model #	
ВОВТО	IAL ON	(\$	)	
	n figures	CONDUCTOR CABLE AND MISCELLANEOUS EQUIPMENT		
31	10	3 WIRE CONDUCTOR CABLE PROVIDED IN 1000 FOOT REELS - UNIT PRICE PER 1000 FT. REEL  (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	<u>\$</u>
32	1	NEPTUNE TU-92 MINI READER TESTER TO READ NEPTUNE ARB METERS W/ BATTERY PACK/ CHARGER (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
33	1	NEPTUNE PRO READ ADAPTER FOR TU-92 MINI READER (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
34	1	NEPTUNE ADVANTAGE READER BATTERY – INORGANIC LITHIUM (PART# TL – 3930) (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	<u>\$</u>

ITEM #	QTY	ITEM DESCRIPTION Unit price per unit in words and figures	MANUFACTURER AND MODEL ORDER #	EXTENSION
35	100	SCHLUMBERGER R900 RADIO FREQUENCY WALL MOUNT TRANSMITTER (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	<u>\$</u>
36	20	SCHLUMBERGER R900 MIU UNIT FOR METERPITS (\$	Neptune- No Substitutes Manufacturer Model #	<u>\$</u>
37	12	SCHLUMBERGER R900 MIU UNIT FOR COMPOUND METERS (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer Model #	\$
38	25	R900 RADIO MOUNTING BRACKETS (\$) Unit Price - Written words	Neptune No Substitutes Manufacturer  Model #	<u>\$</u>
39	50	BATTERY PACK ASSEMBLY FOR R900 RADIO READ (PART # 12213-100) (\$) Unit Price - Written words	Neptune – No Substitutes Manufacturer  Model #	<u>\$</u>
40	200	5/8"x 2 ½" STEEL COARSE THREAD BOLTS (\$) Unit Price - Written words	Neptune— No Substitutes Manufacturer  Model #	<u>\$</u>

ITEM #	QTY	ITEM DESCRIPTION Unit price per unit in words and figures	MANUFACTURER AND MODEL ORDER #	EXTENSION
41	200	5/8" x 11 STEEL HEX NUTS (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
42	3	2" BRASS STRAINER (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
43	3	4" BRASS STRAINER(\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	<u>\$</u>
44	1	6" BRASS STRAINER(\$) Unit Price - Written words	Neptune— No Substitutes Manufacturer  Model #	<u>\$</u>
45	1	2" TRIDENT T-10 METER SCREW END (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	<u>\$</u>
46	50	3/4" BRASS METER CONNECTORS (\$) Unit Price - Written words	Neptune— No Substitutes Manufacturer ———————————————————————————————————	<u>\$</u>

ITEM #	QTY	ITEM DESCRIPTION Unit price per unit in words and figures	MANUFACTURER AND MODEL ORDER #	EXTENSION
47	20	1" BRASS METER CONNECTORS (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
48	10 PAIR	1 ½" NEPTUNE BRASS METER FLANGES UNIT PRICE PER PAIR (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
49	20 PAIR	2" NEPTUNE BRASS METER FLANGES UNIT PRICE PER PAIR (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
50	1 PAIR	3" NEPTUNE BRASS METER FLANGES UNIT PRICE PER PAIR  (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
51	1 PAIR	4" NEPTUNE BRASS METER FLANGES UNIT PRICE PER PAIR (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
52	1 PAIR	6" NEPTUNE BRASS METER FLANGES UNIT PRICE PER PAIR (\$) Unit Price - Written words	Neptune— No Substitutes Manufacturer  Model #	<u>\$</u>

ITEM #	QTY	ITEM DESCRIPTION Unit price per unit in words and figures	MANUFACTURER AND MODEL ORDER #	EXTENSION
53	500	SCOTCHOK WIRE CONNECTORS - 3 WIRE (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
54	2000	5/8" RUBBER GASKET (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
55	500	%" RUBBER GASKET(\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	<u>\$</u>
56	500	1" RUBBER GASKET(\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
57	100	1 1/2" DROP IN GASKET - RUBBER (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
58	50	1 1/2" FULL FACE RUBBER FLANGE GASKETS – 2 BOLT, RED  (\$) Unit Price - Written words	Neptune— No Substitutes Manufacturer  Model #	<u>\$</u>

ITEM #	QTY	ITEM DESCRIPTION Unit price per unit in words and figures	MANUFACTURER AND MODEL ORDER #	EXTENSION
59	100	2" DROP IN GASKET - RUBBER (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer	<u>\$</u>
60	50	2" FULL FACE RED RUBBER GASKET 2 BOLT  (\$)  Unit Price - Written words	Model #  Neptune- No Substitutes Manufacturer  Model #	\$
61	10	3" GASKET - RUBBER (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
62	10	4" GASKET - RUBBER(\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	<u>\$</u>
63	4	<b>6"</b> GASKET - RUBBER (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	\$
64	1	SEAL PRESS CRIMPER TOOL (\$) Unit Price - Written words	Neptune- No Substitutes Manufacturer  Model #	<u>\$</u>

ITEM #	QTY	ITEM DESCRIPTION Unit price per unit in words and figures	MANUFACTURER AND MODEL ORDER #	EXTENSION
65	2	500 FT. ROLLS WITH COPPER SEAL WIRE	Neptune No Substitutes Manufacturer	
		(\$	)	\$
		Unit Price - Written words	 Model #	
66		LEAD SEAL – <b>7/16</b> DIAMETER	Neptune No Substitutes Manufacturer	
66	1000	(\$	,	\$
		Unit Price - Written words	) 	
SUBTO	TAL ON	CATEGORY III. BID ITEMS #31 - 66:	Model #	
БОБТО	IAL ON	CATEGORY III. DID ITEINIS #31 - 00.		
	<b>C</b> 1	(\$	<u>)</u>	
	n figures			
Quoted Middle		es are <b>all inclusive</b> of all delivery and transportati	on costs with the units delivered	FOB, City of
TOTAL	BID - ITE	EMS #1-66 INCLUSIVE:		
		(\$	)	
Writte	n figures			
	NDA:	We acknowledge receipt of the following adden	da:	
		ndum #1 Date ndum #2 Date		
PLEA	SE STATI	E DELIVERY TERMS:		
		(IN CALENDAR DAYS)		
PLEA	SE STATI	E MANUFACTURER'S WARRANTY:(PLEASE ATTAC	H A COPY TO BID)	
		•	·	
			r	e City exercise its
		YES	S NO	

you.	
Date:	
Corporation Name (if applicable)	Company Name
Mailing Address:	Payment Address (If different from mailing addr.):
Address	Address
City, State and Zip	City, State and Zip
FEIN NUMBER:	<del></del>
Type of Organization: Individual (Please Check One) Limited I Corporat	Liability Company tion
	Contact Information
Contact Name:	Title:
Additional Contact:	Title:
Phone Number:	Fax:
Email Address:	
Website:	
SIGN HERE: I hereby certify that the ab	ove information is correct.
Print or Type Name & Title	Signature Date

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank. Thank

WITH EACH PROPOSAL, THENCLOSED HERE-IN	IE BIDDER SHALL SUBMIT	A SIGNED NON-COLLUSI	VE STATEMENT ON THE FORM

#### CITY OF MIDDLETOWN CONNECTICUT

#### **NON-COLLUSIVE BID STATEMENT**

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
- 2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date	
	Signed
	Company
	Address
	Telephone Number

### Bid #2016-028 Purchase of Cold Water Meters

#### A. **GENERAL REQUIREMENTS:**

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverages. Coverage is to be provided on a primary, noncontributory basis. All insurances required shall evidence a waiver of subrogation in favor of the City of Middletown. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

#### B. **SPECIFIC REQUIREMENTS:**

#### (1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee

#### (2) <u>Commercial General Liability Insurance -</u>

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

#### (3) Business Automobile Liability Insurance -

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

#### C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insureds on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

#### D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

INSURANCE LANGUAGE
APPROVED AS TO FORM:

NANCY CONAWAY-RACZKA
RISK MANAGER

September 7, 2016 DATE

#### **Bid Return Label**

<u>Always use Mailing Label</u> below on <u>all packages</u> when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

#### **Official Bid Documents Enclosed:**

Bid # 2016-028 Purchase of Cold Water Meters and Accessories Return Date: Wednesday, November 9, 2016 at 11:00 AM